

1870-002 Chancery Causes: George R. Fletcher vs. William Muncy &c
Lee Co.

Jayne, Muncy, Ely, Jeff

- Deed

CA - Debt
T - Property

Is the Honorable County Court, of
Chancery sitting The Bill of Complaint of George R.

Fletcher of said County would respectfully represent
that on the 29th day of January 1854; he executed to one
William Muncy of said County his note in writing
for the sum of Four hundred Dollars, payable on the
29th of January 1860, with legal interest on said sum
from the date of said note, and to secure the payment of
of said note, your Order on the same day of its execution
also, executed a deed of trust by which he conveyed
to James Payne Junr as trustee, a tract of land, lying
in said County, containing about one hundred acres
and the said deed was admitted to record in said
County on the day of its execution. A Certified Copy

of said deed is herewith filed as part of this Bill
of Complaint, from which the truth of the above facts,
fully appear. After the above transactions
to wit, on or about the 1st Feby 1861, your Order
and the said William Muncy consulted together, and
at that time, the said Muncy surrendered and delivered
to your Order the note first above named for the sum
of \$400.00 and your Order then and there executed to
the said Muncy his writing obligating for the sum
of \$472.00, which embraced the amount of the first
named note, and the legal interest thereon to said date.

This last named note was in payment, and was received
by said Muncy in full satisfaction, of the first note
and was made payable on demand.

in the possession of said Muncy.

That said Muncy regards the debt that now exists
between him, and your Order, as being evidenced
by the last named note of \$472.00, and that the same
is payable only on demand, your Order files herewith
as part of this Bill marked (B), an original notice
addressed to your Order, by said Muncy for the purpose
of collecting interest on said debt of \$472.00, under

of the State of Virginia, upon which
I did collect from your Orator \$28.32 the
exact sum of one years interest, on the said sum
of \$472.00, which he was only enabled to do, by fixing
upon the minds of the justices, the erroneous idea, that
a demand of the principal of said note had been
made, and that therefore interest had accrued; but
your Orator here positively denies that the said Muncy
or any person for him, ever made any demand of
said debt. Your Orator supposing, that the debt
of \$400.00 was settled and merged in the subsequent
note for \$472.00, and being inexperienced in such
matters ~~no~~ deed of release was executed, and
to your Orators surprise he has recently found upon
the door of the Court House of said County, a notice
by the trustee in the deed aforesaid to sell the
land of your Orator, on the first day of
March Count, to satisfy a debt upon a
sum of \$28.32 has been paid as of the 15th of
1867, which amounts corresponds with the interest
before named, and of course, must be the said
debt of \$472.00 as aforesaid. A copy of this notice
is also filed with this Bill as part thereof. marked
(6) Your Orator is advised, and believes, and
therefore alleges, that the execution of the second
note, and a surrender of the first note, was a payment
of the original debt, to secure the payment of which
the said trust deed was executed, ~~was executed~~
and that in law, the said trust deed does not apply
and good for the payment of the debt as
afterwards, and hence the said or
has no legal right now to sell the land embraced
in said trust for the payment of the debt of \$472.00
created on the 1st Feby 1861, or any part thereof.

Your Orator will now state, that at the time, he
executed the note in writing for the said sum of \$400.00
bearing, ~~legal~~ interest, that the said Wm. Muncy
then & there, required of your Orator, who was then

greatly pressed for money, to execute to him, another
note, for the additional sum, that would accrue as
interest, on said \$400.00, at the rate of 10 per cent per
annum, either for the period of one, or two years, your
Orator, cannot distinctly remember which, but he
knows he has paid to said Wm. Muncy the
amount of said usurious interest, and thinks
it was about the sum of Thirty Dollars,
which your Orator is advised was usury, under
the laws of Virginia, and rendered the said
contract for \$400.00 null, and void, and with
it vitiated, and rendered of no effect, all
deeds, securities, &c. executed to secure the
performance of said Contract.

But should your Orator be mistaken in the
foregoing view of his case, and your worship
regard the said trust as applying to the
debt, and that the validity of said Contract

is affected by the usurious consideration of
yet your Orator is advised, that as said note,
evidencing said debt is upon its face only payable
on demand, and no demand ever having been made,
that the trustee has no more legal right to proceed
to sell, under the trust, than the said obligee
William Muncy would have to sue upon said
note, without first having made a demand
for its payment, upon your Orator; but besides
your Orator is advised that the Compounding
interest in the liquidation of a mortgage, or trust
attempted by the said Muncy in the settlement
of the trust aforesaid, is contrary to law; and
your Orator being without an adequate remedy
at law, in the premises, and being entitled
to relief in equity, his prayer therefore is, that
the said William Muncy, and James Eugene Enn
trustee, be made parties Defendants to this Bill
and that they be required to answer the allegations
thereof, fully & truly upon oath; and that your

To the Worshipful County Court of Lee Co
Va. in Chy now sitting -

The ~~demurrer~~ and answer of William Muncy
to a bill filed in this worshipful, against
this defendant et al - The defendant says
the plaintiff bill is not sufficient in law
and of this he prays judgment, of the court
whether, or not he shall, be compelled to
answer the same -

But if any other or further answer be
required of him answering he says: That the
plaintiff as stated in his bill executed on the
29th day of January 1858, a deed, conveying to
James Jayne Jr - a certain tract of land therein
mentioned, in trust to secure to your respondent
a debt of \$400. bearing interest from the said
29th day of January 1858. This debt, with the in-
terest which has accrued therein, is justly
due and owing, except the sum of \$28.32 -
paid, on the 15th of October 1857, and five dollars
paid 13th January 1871. Your respondent admits
that he notified, the trustee to advertise
and sell the land in the said trust deed
mentioned, for the payment of the debt
due him, ^{for} which act he conceives himself
justified in law and good conscience -

The defense set up by the plaintiff is
fabricated and untrue, and here your respond-
ent will state, how and under what cir-
cumstance the debt due him was made,
and the subsequent transactions connected
therewith. He states that a short time be-
fore the execution of said trust, the plaintiff

applied to him, to borrow \$400., representing that he was greatly in need of that sum that he had purchased a tract of land (which is indeed the same tract of land on which the said trust was given) and, that the purchase money, had become due, and that he the plaintiff had not the means of discharging the same. Your respondent did not then have the money on hand to loan, but the plaintiff urged so importunately, that to oblige him he took upon himself the trouble of collecting some debts which was due him, and borrowing on his own credit, the sum, to make up the \$400. before alluded to. But to be particular he states, that he did not let the plaintiff have the entire sum of \$400. in money, that the plaintiff, owed some small debts which at the request, of the plaintiff, he adjusted either by paying or lifting the plaintiff's notes or bonds and executing his own, bearing interest ^{there} instead, all of which he has since paid. And the money which respondent let plaintiff have, and the debts which he paid for him amounted at the date of the said trust deed to the round sum of \$400. to secure, the payment of which the said trust deed was executed. Now as to the charge of usury being paid respondent, as alleged in the bill, he emphatically denies the truth thereof; there was no contract whatever, for interest at the rate of 10 per centum, or for any interest beyond the legal rate; It is true that the

proposed to respondent at the time when he applied to him to borrow the money, that if he would raise him the sum of \$400. he would pay him ~~the~~ interest at the rate of 10 percent, but your respondent then stated that it was beyond the legal rate, & contrary to law and that he would enter into no such a contract, nor is it true as stated by the plaintiff that he executed a separate note for the usurious interest, and which he the plaintiff subsequently paid respondent. There never was any such note executed, ^{or sum paid} and the allegation in the bill as to this is purely false. But, this fact did occur, your respondent having taken upon himself considerable trouble at the request of the plaintiff, in going around and settling up the small debts which plaintiff owed, he the plaintiff for this trouble, paid respondent, a small amount, the exact sum he does not now remember.

Your respondent now states, that at the time the trust deed was executed, it was understood between him and the plaintiff that the debt due and secured, should be paid within ^{a year or two} ~~within a year or two~~ months; and at the expiration of this time respondent called upon him for payment; The plaintiff alleged his inability to meet respondent's demand - and implored further indulgence, stating that he was willing that the whole amount of the debt due including the accrued interest should bear interest from that time; and to ~~make~~ effect this object the

Calculation was made on the first day of February 1861, at which time it was ascertained, that the debt of \$400. with interest amounted to \$472 - and for this sum, the plff executed a new note, ~~and~~ which was received in the place of the first mentioned note - which last mentioned note, is herewith filed marked: X. Some time after the execution

marked; X. Some time after the execution
of this note your respondent thinks about
which was the time respondent was to wait under the first agreement
one year. ~~he agains called upon the deft.~~
~~between the parties, before, he would, enforce the trust deed, plff~~
~~to discharge this note, but he refused.~~
come to respondent and offered to discharge, the said trust is then satisfied
confessionally states irregular notes which respondent naturally expects
other demands arise also nature of identity made

But no sums were ever paid or responded
except those before mentioned.

As is stated the debt due by the last mentioned note is the identical, debt due by the first note, with 6 years interest added thereto; and which is the same secured by the trust deed - This last note executed was so made for the purpose of enabling your respondent, to draw, interest, upon the interest which had accrued, on the said \$400. note - Your orator is advised that, the trust deed executed secures to him, the payment of the debt therein mentioned; this debt never has been paid nor any part thereof, except as before stated nor ~~is~~^{is} there ~~any~~^{any} merger which can destroy the virtue of the trust deed; The only question which can arise is whether, your respondent is entitled, to interest on the \$72. from the first Feb. 1861, this being the interest which had accrued on the \$400 up to this time. This matter he submits to the worshipful court -

But he states that the Trustee, did not propose to sue the land conveyed in the trust deed for anything but the debt therein mentioned to wit \$400. with its interest from 28th day of January 1858. Gen respondent, concludes by repeating that the said debt is due him subject to the payments made to him as aforesaid; and he denies the money alleged he owes the \$30. note alleged to be executed to him, & denies all other material allegations, contained in plff's bill not, herein before expressly denied.

Hagan & Pickens

Lee County Sworn to before me this 9th day of April
1870. John B. West D. Clerk Lee Co Court.

Wm Muncey

ad. } answer

G. R. Hitcher

May Recd 1870 Ans
unanswered

John B. West

one day after I find my self heirs & to
pay Francis Murrey ninety four dollars and
eighty three cents for value received
of him witness my hand and seal
January the 30 1858

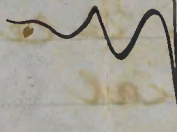
William Murrey (seal)

Wm Murrey

Williamburg

To note

\$94 83



94	94
6	5
<hr/>	<hr/>
544	470
470	47
47	
<hr/>	
10.81	

94	83
10	81
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105	64
2	30
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103	34

George R Fletcher

Piff

Isa Chumney

vs
Wm Murrey and James Jayne jr

Defts

This cause came on again this day to be further heard
On a motion by the defendants William Murrey, to dissolve
the injunction heretofore Granted the plaintiff in this cause
upon the papers formerly read in the same, and the deposition
of witness, and was again argued by counsel, And the
Court being of Opinion, that the deed of trust in the bill mention-
ed is a valid security and Subsisting Security for the payment
of the ~~\$1100. note in the bill~~ ^{\$1100. note in the bill} ~~mentioned, that a meeting did not take~~
~~place by the execution of the \$472. note in the proceedings men-~~
~~tioned~~ and the Court being also further of Opinion that the
evidence in the cause is not sufficient in law to establish
the injury set up by the bill, and it also appearing
that the plaintiff paid to the defendants ^{Wm Murrey} on the 15th day of
October 1867 the sum of \$28.32 and on the 13th day of January
1870 the further sum of \$5.00 - On Consideration of all which
it is adjudged Ordered and Decreed, that the said injunction
as to the said \$28.32, and the said \$5.00 paid as aforesaid be and
the same is hereby perpetuated, And that the residue of said
Injunction be and the same is hereby dissolved, And it is
further Ordered that when the plaintiff shall pay to the defts
William Murrey the residue of the debts mentioned in the
deed of trust in the proceedings in this cause mentioned that then
the said Murrey will deliver to the plaintiff the said \$472.00
note bearing date the first day of February 1861. And the
plaintiff by his counsel thereupon declared that he did not
desire the cause to remain longer on the docket, It is
further adjudged Ordered and decreed that the defendants recover
against the plaintiff his cost by him about his defence in
this behalf expended. And the plaintiff alleging that
he felt himself aggrieved by the decree rendered in this cause
and that he intended to apply for a Supersedeas thereto, on

his motion a suspension of the execution thereof is granted him
untill the first day of October 1870 upon Condition that he
or some ^{one} for him will execute bond in the sum of \$150.00
before the clerk of this court with such Condition as is required
by law and the cause is Stricken from the docket.

Memorandum that upon the trial of this cause the plaintiff ap-
peared to the ruling of the Court against him and tendered his
bill of exceptions which is signed and sealed by the Court and
made a part of the record in this cause.

19420

George A. Fletcher

as
Room for trial

William Murray

Enter this Record

H. F. Morgan

July 19-1870

Payellbaurty No 7 June 4th 1870

Jarner. J. Mune Having been duly sworn
testifies as follows to wit that the said
Jarner Mune Bought of ~~his~~ Brother William
Mune four Steers two of which were three
years old past one yearling & one two years
old the two three years old were parice by said
or so represented by said William Mune
they were smooth nice cattle one was a deep
Rich red and white in spots the other was a
pale red and a brindle mixed with white
back and some white spots smooth nice horns
and a part of his tail gone Known as ~~the~~ calf
of his wife Elisabeth Cow. the above par-
lace was made to me certain Recollection of
the fall of Eighteen peple years at the said
William Munes house the cattle were shown
to me by the said William Mune in his
field Known as the Lower Bent field the
purchased price of the two three years old above
described was thirty dollars of which I was parti-
cipation to pay a part or all a mediate by to hand
the trade the above transaction was made with-
out the presence knowledge or interest of
G. R. Fletcher and the property then purchased by
me was at that time and for several days the
after held by me as my individual property
without the least expectation of the above
said Fletcher being at any time interested there-
in.

question by Plantippe did you live near
the Plantippe from fifty six to fifty eight
in Claiborne

1 Answer I did
question by Plantippe were you familiar with
the Plantippe business during the above time

2 Answer I was intimately
question by Plantippe were you aware
of any transaction between the defendant and
Plantippe of this suit involving live stock
during the above time

3 Answer I was not and think if such transac-
tion had been made I would have known it
as the Plantippe and I were always intimate
with each other business James F. Muncy
Jayette County Ky

I the undersigned do hereby Certify that I am an
acting justice of the peace in and for the County
of Jayette in the state aforesaid and that
the foregoing depositions of James F. Muncy
was depored sworn and subscribed to before
me at the time and place and for the purpose
set forth in the Caption given under my hand
and Seal this the fourth day of June 1870

J. W. C. Garies J. P. C. (Seal)

Ad faciem oris to Jones Will Lee County to
the 16th day of June 1870 at the office of W. B.
Lane

G. W. C. Garner, J. P. C. C.

Geo. R. Fletcher

~~203~~ Depositions

Wm Muncy et al.

Rec'd by mail sealed

June 16 - 1870 & filed

J. B. West, Clk

For W. Muncy.

June 4th 1870

Pursuant to the accompanying notice, I the undersigned Samuel Fields, Commissioner in Chancery for Lee County proceeded on Saturday the 30th day of April 1870, at the Law Office of M. B. D. Lane in Jonesville Lee County Virginia, to take the depositions of Thomas Ely, George R. Fletcher, and to be read as evidence upon the hearing of a suit in Chancery, now pending in the County Court of Lee County, wherein, George R. Fletcher is Plaintiff and William Muncy is Defendant.

George R. Fletcher a witness of lawful age, being first duly sworn, deposes as follows.

Mr. Fletcher please state, what occurred between William Muncy, and yourself, at the time you borrowed the sum of four hundred dollars from him about the year 1858.

The witness says that, when I went to him for the money he told the witness, that he had not all the money, part of his money was in the hands of other people, already at 6 per cent in the hands of men that were good, if he took it out of their hands and let witness have it they would think hard. I told ^{him} I was in need of the money, that there was no debt that he could settle, and if he would raise me the balance of the money I would give him 10 per cent, his answer was the law would not allow him to loan at 10 per cent. I told him I would give him my note for the ^{other} 4 per cent due two years after date, we agreed upon them, terms he lifted the note that the witness requires to be lifted, the balance of the amount he paid in money made it up to the ^{principal} \$400.00 the note that he lifted was one ninety odd dollars. The ^{then defendant, executor for my estate} note was executed to Francis Muncy Jan'y 31st 1858, I was to have two year by paying interest from date, at the end of two years or thereabouts he agreed to indulge witness another year, nothing said at that time.

about the rates of interest, about the end of the third year, he told the witness, I must pay him, up or come forward, give a new note and add the interest with the principle, which made Four hundred and seventy two dollars 10¢ of February 1861, then the conversation came up again about the 10 per cent, that he only required it for the first two years, but he would require the witness to give a new note adding in the interest with the principle as long as the witness kept his money, the 4 per cent note the interest paid which amounted to Thirty one odd dollars.

The Four hundred and seventy two dollar note was due on demand, there never has been any demand made of witness for the principle.

At the time the witness executed the Four hundred and seventy two dollar note, I lifted the Four hundred dollar note, and have not seen it since.

There was nothing said about settling witness business, only the 4 per cent note, the witness did not give him the 4 per cent extra for settling witness business, but for the use of the money.

On cross examination the witness states,

That at that time the money was borrowed the defendant Muncy did not claim the 4 per cent for collecting his money.

At the time the Four hundred and seventy two dollar note was executed the conversation came up again about the ~~4 per cent~~ ^{4 per cent}, he stated he did not charge the witness the 4 per cent for the money, but for his trouble.

At the time of the first contract there was no person present that the witness recollects of.

At the time that the Four hundred and seventy two dollar note was executed the witness recollection is that Muncy and James was present.

Some where about January last, the witness paid Five dollars on the Four hundred and seventy two dollar note.

The Four hundred dollar note, which is embraced in the deed of trust, ^{was not paid} except in the execution of the Four hundred and seventy two dollar note.

I did give Mr Muncy an another note for Twenty eight dollars and nine cents executed April the 17th 1861, for an in consideration for a debt which he let the witness have on — Stokely. V. Derant, which witness states he has paid.

Some time in the year 1864 he presented this note to the witness for the money, I told him if the witness was a mind too he could not collect that debt, for it was for unlawful interest, he told witness, that it was not that note, that it was for a debt that he let the witness have on Stokely. V. Derant, then the witness recollecting the circumstance and knew he was correct.

I did not ask ~~James Muncy~~ ^{James Muncy} in April 1870 ~~for the Twenty eight dollar and nine cents note~~.

I did in April 1870 have a conversation with James Muncy about the Twenty eight dollar and nine cents ^{note}, I asked him if he knew the note, and how it came, he told me that it was for the Stokely. V. Derant debt, I did not state to him that it was 4 per cent note, I merely drew this to get up a conversation about the first contract.

I did not inquire of James Muncy whether his father ^{the defendant} ~~was~~ ^{said} that this note was for the 4 per cent or usury interest.

I have known ever since witness and William Muncy had the conversation about the Twenty eight dollar and nine cents in 1864 how the note came and what it was ~~for~~ ^{with} the witness paid it, the present number parts.

My recollection at the date of the first contract that there was a calculation what ^{extra} 4 per cent on Four hundred dollar

would amount too for two years to the best of witness recollection it did amount to Thirty two dollars, which sum I have paid,

1st Question.

At the time, the Four hundred and twenty two dollar note was executed, the witness states that ^{then} was no time set for the said note to be paid, or understanding between the parties for payments to be made.

1st There was nothing said about the action of the Trust deed,

2nd There was some conversation at the time that the Four hundred and twenty two dollar note was executed, whether the deed of trust would hold good on the new note or not, neither of us knew whether it effected the validity of the deed of trust, we then hope if ever had any more conversation upon that subject.

My recollection is that if it did affect it, that we was too fix it right.

The Pltff by his Counsel objects, to the two next preceding answers, to Questions ^{1 & 2} propounded by the Defts Counsel, in relation to the action of the Trustee, and the conversation of the parties, as to the effect of the Trust upon the new note; because there is no issue in the pleadings, to which said facts are applicable. Same for Compl^t

And further deponents say the note,

By R. Fletcher

The further taking of the above depositions is adjourned over, until Wednesday the 4th day of May 1870. at 9 o'clock A.M. April 30/70.

Samuel H. Hilditch Commissioner

Parties met pursuant to the above adjournment on Wednesday, the 4th day of May 1870 given under my hand. May 4th 1870.

Samuel H. Hilditch Commissioner

Thomas Ely, another witness for Plaintiff
of lawful age, after being sworn deposes
as follows:

Mr. Cly, if you heard Mr. Muncy make
any statements about George N. Fletcher paying him
more than legal interest on a debt now in
suit between the parties, please state what
it was, & when, it was as near as you can, and
where said conversation occurred.

The witness says that sometime this spring he and Mr Murrey had a conversation about a suit between Fletcher & Murrey, and that Murrey said that Fletcher came to borrow the money from him, and he Murrey did not have all the money, and gave as an excuse for not letting him have it, that he could make more than the interest on the money, but that he did let him have ^{the money} six hundred dollars, part of which also paid a note for Fletcher he and Murrey's father, there was some other conversation about the interest, ^{but} witness cannot say ^{what} either it was or how much.

The witness from the congregation underwriting that the
 Quilt had commenced ^{the above} somewhere along the latter part
 of March or the first of April, ¹⁸⁷⁰ and that Munnely stating
 that he had been up to summer Metchum his, this day of the
 above congregation.

Further the defendant payeth not

The further taking of the depositions is postponed until the 11th day of May 1870.

Writings fee 1 day

Attendance — .50¢

Common Tree \$2.50

I the undersigned Commissioner in Chancery do hereby certify that the foregoing depositions of George R. Fletcher, & Thomas L. Ely, were deposed, sworn & subscribed to, before me, at the time & place, & for the purpose —

set forth in the caption, and the several orders
of adjournment, as herein before set out.
Given under my ^{hand} this the 17th day of May 1870.

Samuel Field Com. in Ch.

George R. Fletcher

W. { Depositions

William Muncy et al

Rec'd from Saml. Fields

Com. in chg & filed

this, 17th day of May

1870. J. B. West, clk

G. R. Fletcher No. 1

Chas. Ely.

Pursuant to the accompanying notice, I the undersigned, a Commissioner in chancery for Lee County, proceeded at the same office of H. B. D. Kane, in Lenoirville, on the 18th day of June 1870, after 9 o'clock A. M. of said day, to take the depositions of Jefferson Jeff, and Garret Fletcher, to be read as evidence, upon the hearing of a suit in Chancery, now pending in the County Court of said County, wherein George R. Fletcher is Plaintiff, and Wm. Muncy & others, are Defendants.

Garretst Fletcher a witness, of lawful age, being first duly sworn, deposes, as follows,

That he is the son of the Compt. George R. Fletcher, and is now in his twenty ninth year of age; that he resided with his father as one of his family from his birth up to 24th of June 1861; and during that period was constantly at home except short absences for a day or two, or a few days at a time, not exceeding a week at any one time; that in the year 1855, he was at home, and remembers, that his father & James F. Muncy purchased a lot of cattle for market in partnership, and he learned from the conversations of those two men that they had bought some of those cattle from the def^t. William Muncy - at least, he heard them talking about the little lots each one had bought, & James F. Muncy said he had bought some from William Muncy & boasted how good a bargain he had got; the witness does not know how many cattle James F. Muncy had bought from William. The witness further remembers, that his father bought out James F. Muncy's interest in the drove of cattle, and drove them to market eastward in the fall or early part of December 1855, and returned home from his cattle driving trip immediately before Christmas in that year; the witness was then living with his father, and remembers the year in which that transaction took place by the fact, that his younger brother John C. Fletcher, com^{pl} son, was born in the month of February 1856, and that he was born a short time after his father's return from that driving trip.

The witness further states, that he continued to reside with his father as one of his family up to the 24th of June 1861 and from the time of the cattle transaction aforesaid in 1855 to the said 24th June 1861 he has no knowledge of his father's buying any cattle from the def^t. William Muncy, & that his father did not drive cattle at all during that period, and further the deponent says not. Subscribed by the witness this 18th June 1870.

Witness claims one day's attendance - 50¢.

G. H. Fletcher

Jefferson Neff, another witness of lawful age, being first duly sworn, deposes and says:

That he is a very near neighbour of the Comple^t Fletcher, & has been so for 18 or 19 years, living about a quarter of a mile from him; that he remembers to have sold some cattle to James F. Muncy in the fall of the year, & he understood that the Comple^t became Muncy's partner, and his recollection is, that the Comple^t drove them to market; as to the time of this transaction, his memory is not^{so} distinct as to enable him to say with certainty or satisfactorily to himself in what year it occurred, but the best impression of the witness is, that it took place in 1855 or 1856 - he is distinct in the impression, that it was the fall before the lands of this County were appraised by W^m P. Balch in the lower end of the County - it seems to the deponent that it could not have been as late as the year 1858 that he sold said cattle to J. F. Muncy. The witness does not remember to have known the Comple^t to have bought any cattle from the def^t. William Muncy at any time - nor does he know of the Comple^t driving any other cattle from the time he took away said drove down to the beginning of the war.

And further the deponent says not. Subscribed by the witness this 18th June 1870.

Witness claims one day's attendance - 50¢.

Jefferson Neff

Virginia Lee County, To wit:

I, Peter C. Johnston, a Commissioner in Chancery appointed by the Circuit Court of Lee County, hereby certify, that the foregoing depositions of Ganett H. Fletcher & Jefferson Neff were taken, sworn, & subscribed before me, on the 18th day of June 1870, at the law office of M. B. W. Lane in the town of Jonesville, Lee County, Virginia, the Comple^t and the def^t. Muncy being present with their counsel. Given under my hand this 18th day of June 1870.

Common^{er} fee \$1.80.

Paid by G. H. Fletcher.
P. C. Johnston

P. C. Johnston,
Comm^r.

George R. Fletcher

vs. } Depositions,

Wm Muncy & Jayne

Garnett H. Fletcher

Jefferson Neff

Rec'd & filed June 18th 1870.

J.B. West, CLK

Garnett Fletcher

Jeff Neff

1
The Deposition of James J. Muncy & William Muncy
taken before Andrew Milbourn a Justice of the
peace in and for Lee County Virginia at Commissioner
Samuel Fields' office in Jonesville Lee County Virginia on
the 9th day of May 1870 pursuant to a notice hereto
annexed and in the presence of David Miller Attorney
for William Muncy and in the presence of Michael
B. D. Lane attorney for George R. Fletcher and in the
presence of both Fletcher and Muncy which deposi-
tions are intended to be read as evidence in
behalf of William Muncy in a certain suit in
Chancery pending in the County Court of Lee County
wherein the said George R. Fletcher is Complainant
and the said William Muncy and ^{others are} defendants.

James J. Muncy, a witness of lawful age, being duly sworn
deposes & says: - in a conversation with plaintiff in
April 1870 the plaintiff produced a note ^{of \$28.09} to me & asked
me if I knew what the consideration was that said note
was given for & I told him I did not; he then asked
me if said note was not given if I did not hear my
father say that said note was given for the 10 per cent interest
& I told him I had not, but I heard my father say
it was ^{for} a note he loaned to ~~Stokely~~ ^{plaintiff} ~~Stokely~~ ^{Stokely}
~~Deceased~~ to buttress plaintiff's claim that Stokely Deceased
had against plaintiff. at the time of the above conver-
sation the plaintiff asked me if said note of \$28.09 was
not produced to me in 1868. I told him it was not, for
there were no papers produced at that time, and also plff
asked me if said note was not spoken of that time as
the 10 per cent usury note. I told him no consideration
of the note was spoken of at that time. The plff then
admitted he was mistaken in the consideration of the note
being spoken of at that time. Witness upon being fur-
ther interrogated says he was not present when the \$47.20
note was given & replied "He was not" And further
this deponent saith not. James J. Muncy

Sworn to & subscribed before me this 9th day of May 1870.
Andrew Milbourn J.P.

William Muncy, one of the defendants in this cause &
witness of lawful age deposes & says, after being duly sworn
Some time in January 1858 Mr Fletcher the plaintiff

came to my house & told me he wanted to borrow \$400.⁰⁰ in money & he would give me a Deed of Trust on his land to secure the payment, I told him I didn't have the money; what money I had was in other men's hands & I did not want to take money out of other men's hands & loan it to him, he then stated that Bros. Willoughby and James were his securities for the payment of land, and the understanding was that he was to give them a Deed of Trust on said land to secure them, but he preferred to borrow the whole amount due and give only one Deed of Trust; after I stated that I did not wish to take money out other men's hands to loan him, he then spoke of a note ^{or notes} that other men held on him, that I might lift said notes without advancing all the money, I still didn't agree to raise the money & he proposed to me if I would raise the money he would pay me 10 per cent interest on it I told him it was against the law to take over lawful interest & I would not loan money in that way. Finally I made an agreement with him with condition that I was to have a few & if I could raise the money, I was to meet him in Jonesville & that I was to have pay additional for my trouble. I met him in Jonesville according to agreement & found I could raise the money or very near it, the contract was stated in present of the Clerk & he wrote the deed of trust and the note ^{of \$400.⁰⁰} which was given me by the plaintiff at the same time. I lifted the plaintiff's note by executing a note to my father for \$94.⁸³ and lifted a note my father held on the plff for that amount. I also executed to the plaintiff a note the amount of which I do not now recollect in part consideration of the said \$400.⁰⁰ Nothing was said about the plaintiff contract with me above alluded to pay me for my extra trouble until I came to lift the small ^{note} which I just said I don't recollect now the amount of - at that time we agreed upon the amount he was to give me for my trouble - the amount was about \$16.⁰⁰. I never required the plaintiff to execute a note for the unlawful interest which he claims & no such note was ever executed that I can recollect of. After the Deed of Trust was due, I agreed to indulge him another year. After that he came to my house & we had another agreement, plaintiff agreed note to give me another note which would include the interest which had accrued on the \$400.⁰⁰ note & I agreed

to indulge him another year & the \$400⁰⁰ note & interest amounted to the \$472⁰⁰ which before then spoke of he gave me a note & this agreement was not to effect the deed of Trust. The said note was made payable on demand. In the early part of 1862 plaintiff again came to my house & asked me if I wanted my money & I replied I did, I then asked him what kind of money he had for me & he said the money we have in the Country & I said if it is that kind I don't want it & it is not a legal tender & he said, ^{if he see if it is} ~~it was~~ & he would ^{one year after} ~~note pay~~ ^{nothing} we fell out & parted - it was about the date of the last mentioned note of \$472⁰⁰ that I told him I wanted my money & then I asked him to pay me such money as I loaned him but refused to take Confederate money. afterwards in Jan 1865 I again demanded the money, Then some time during same summer I again demanded the money. ~~It was the agreement at the same said note of \$472⁰⁰ was executed the agreement was the \$472⁰⁰ was to bear interest & I thought it was in the face of the note to bear interest from its date.~~

The last statement of witness in relation to the agreement that the note was to bear interest from date &c. is excepted to by Pltff. because it is contradictory of the note, and irrelevant to the pleadings.

In July 1866 I again went to plaintiff & asked him again if he could pay me & he said he could not - he hadn't the money - he then said that small note you hold on me you could not make me pay if I wasn't mind to, I then asked him why, he then states it was for money & you could not make me pay it if I wasn't o' mind to pay it. I then looked him right straight in the face & said you're mightily mistaken in that I can tell you how that note come, I then told him it was for a note I let him have on Stokely Davault, he then acknowledged that was what the note was for, the note above spoken of them is the \$28.09 note. Witness upon being interrogated states he was surprised to hear plaintiff claiming ~~that~~ ^{was excepted to} ~~the money~~ ^{for then was} ~~some note of \$28.09~~ ^{any note} ~~witness further states~~ ^{the plaintiff never claimed} ~~he never claimed~~ ^{consideration} ~~before except \$28.09 note just referred to.~~ Witness further states that it ^{was} ~~my~~ understanding from the conversation at that time the Deed of Trust was to stand good for the payment of the note for the \$472⁰⁰.

Prop. Examined by Atty.

Mr. Muncy did you settled for me, any other
debt, than the one to Francis Muncy your father for \$94.83 & if so.

4 State who it was you settled with and the amount, & did not I suggest the settlement of the debt to your father, that you might be able to make out the sum of \$400.00, which I was proposing to borrow of you.

Ans. I cannot now say I paid any other amount to my father or any other person, except the \$94.83. but I may leave down as Mr Fletcher spoke of giving his note to his father for the note ~~placably~~ ~~owed~~ ~~virtually~~ ~~in order~~ to make out the \$400.00. Mr Fletcher spoke of witness giving his note to my father & lifting the note which plff owed him of \$94.83 to make out the \$400.00.
Question by same

Mr Muncy you state when you & plff met at Jonesville, you gave your note ^{for} a balance of the \$400.00, was not that on interest, and did not you pay it in a day or two after the trust was executed, Ans. when plff & I met in Jonesville I gave my note payable one day after date, as I now recollect, for about 25.00 or \$30.00 for the balance of the \$400.00, it was probably 2 or 3 months but won't say positive when it was I paid it
Question by same

Please state what trouble it was you was it, for which you state plff, agreed to pay you \$16.00, except the trouble of collecting in your own money from other persons?
Ans. I don't recollect any other trouble now except giving the note to my father as before stated, ~~coming to Jonesville~~ ^{going to plff's} to have the deed of trust executed, & paying over the balance of the balance of the note I executed to plff - it is about 1 1/2 miles to father's from my house & about two miles to Mr Fletcher's
Question by same

Was there any ^{other} business transaction between you and Plaintiff, about the same time, you let him have the \$400.00 you loaned him?
Ans. I don't recollect of any other business transaction between the plff & me about the same time I let him have the \$400.00 I loaned him.

Question by same, Did you loan plff any money, or sell him any property between the time you loaned him the \$400.00 and the time you paid him the balance of the note, you executed to plff as above stated, for the residue of the of the said \$400.00 & if so state the amount, and the time, as near as you can.
Answer. My recollection now is that plff & James Muncy were trading together in cattle & I sold them cattle & probably paid the balance of the \$400.00 in that way soon after the deed of trust was executed but did not loan plff any money between the times alluded to in the above question & my recollection

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is that the price of the cattle I sold plff. ^{+ James Muncy} was considerably above the note due as balance of said \$400.00 but I can't say what time of year it was, but the cattle were in our order when so.
This Question and Answer thereto is excepted to by Deft. because it is irrelevant to the Case

Question by same. At the time you state you demanded the money of plff. ^{I afterwards, it said summer.} in June 1865, was it not, the interest you desired him to pay, for which ^{you} afterwards noticed him

Ans. It was not the interest, it was the principal ^{+ interest}. I demanded.
Question by same.

The demand you speak of making in July 1866, was it not for the note of \$2809, and not for the large debt,

Ans. I just asked him to pay me what he owed me & did not designate any particular amount

Question by same.

Did Muncy & Fletcher ever buy any cattle of you, more than once.

Answer. I don't recollect that they ever did or did not at this time.

Question by same.

When the plff executed to you, the ^{note} \$472.00 did you not surrender to him, the note for \$400.00
Answer. I did. and further deponent saith not

Attest Miam Muncy
Virginia Lee County to wit

The foregoing Depositions of James J. Muncy and William Muncy were taken, ^{Sworn to and subscribed to} before me the undersigned a justice of the peace in and for Lee County at Commissioner Samuel Field's office in Jonesville, on the 9th day of May 1870 in the presence George R. Fletcher and William Muncy parties to the Suit and in the presence of David Miller Atty for Muncy and Michael B. D. Lane Atty for Fletcher pursuant to a notice herewith filed and for the purposes mentioned in the Caption of these Depositions
Given under my hand this the 9th day of May 1870
Andrew Milbourn J. P.

No other witnesses appearing the further taking of these depositions is postponed until Monday the 16th day of May 1870 at the same place.
May the 19th 1870.

Andrew Milbourn J. P.
Further postponed until Friday the 20th 1870
Andrew Milbourn J. P.

His servants to adjournment, this 20th day of ~~April~~ 1870

William Muncy Jr, the defendant, deposes to ~~say~~ that, ^{being of lawful age and being duly sworn} according to law in giving his deposition hereof, given in answer to the following question by the Court, to wit:

Question by Court. Did you loan him any money, or sell him any property between the time you loaned him the \$400.00, and the time you paid him the balance of the note you executed to the Plff also stated for the residue of the said \$400.00, and if so state the amount and the time as near as you can.

That he then thought the sale of cattle made as heretofore stated was made to James H. Muncy and George R. Fletcher, but on reflecting his mind in conversation with others, and referring to dates, and studying over the matter he finds that he was mistaken as to whom the cattle was sold, the sale was made as heretofore stated, but made to George R. Fletcher alone, and that James H. Muncy had nothing to do with it.

Witness further states that no contract was ever made between him and the plaintiff George R. Fletcher in the ^{performance of the} \$400.00 note in the deed of trust, and for in loaning the money consideration, thereby for any interest above the legal rate, but the small compensation that I received was for my trouble in arranging the matter between us, and that I did not receive more than a fair compensation for the same. Witness states that he saw, and examined a \$32.00 note produced by the Plff in given his deposition, in this cause, and which he claims to be the note executed for the extra four per cent interest, and if the witness ever saw the said \$32.00 note before the time exhibiting by the Plff in giving his deposition, he cannot now remember it.

Question by Plff. Mr Muncy please state, whether or not, the said \$32.00 referred to above, is in your hand write.

Ans. I do not think it is.

Question by same

Mr Muncy, please describe minutely as you can, the cattle you formerly stated you sold to East Muncy & the Plff, and now state you sold to Fletcher alone.

Ans. By witness he thinks he sold the plaintiff two steers and that had been partially broke to work, one of them was known as his wife's and it had part of the long hair pulled out, ^{it was fair} they were about four years old, which he says that the plaintiff was to give him, as he remembers eight or a year ago, this steer was pale red with broad stripes through it, with some white spots on him, I have reference to my wife's steer. The other steer my recollection is not distinct as to its colour, but think

it was dark red with white spots, and further states that he sold no other cattle but these two at that time.

Question by same

Witness will please state where the two cattle above referred to, were, when you sold them, & who was present when you made said sale.

Ans. His recollection is that they were at the lower end of his plantation in what is called the lower bent field, and that there were no one present but witness and plaintiff as I now recollect.

Question by same

Mr Muncy did you about the date before stated, have any other cattle transaction with the Plff.

Ans. I do not recollect of any other.

Further the deponent says to wit.

William Muncy Jr
The foregoing deposition was duly taken and sworn to before me, a Justice of Peace for the County of Lee, agreeable to adjournment.

Given to and Subscribed before me, this 20th day of May 1870
Andrew Milbourn J. P.

Adjourned to Saturday May 21st 1870 Andrew Milbourn J. P.
Commissary fees
1 1/2 hours - \$1.12

The parties met pursuant adjournment, on the 21st day of May 1870.

James Layne, a witness of lawful age being duly sworn deposes and says-

Witness states that he was applied to by George R. Fletcher the plaintiff to act as trustee in the deed of trust in the plaintiff's bill mentioning, and that at first he the witness refused, but on being informed that his duties were nothing more than to advertise and to sell in the event that a sale were necessary, he the witness consented to act, more for the accommodation of the parties than anything else. Witness was in the Town of Genesville when applied to by plaintiff to act as trustee, and when he the witness consented he started to the court house with the plaintiff at which time the plaintiff informed witness that his co-defendant Muncy was accommodating him the plaintiff in loaning him money and in executing his Wm Muncy note to Thomas Muncy the father of Wm Muncy in room of a note which the said George R. Fletcher owed the said Thomas, and plaintiff further told him the said William Muncy had not yet all the money to make up the \$400.00 but that he thought he would get it for him by the time he the plaintiff money needed it, the deed of trust was accordingly on

on the same day executed, after which the parties on their way home on the same evening plaintiff and defendant being in company with the witness, had a conversation about the matters embraced in the deed of trust, and the ^{plaintiff's} recollection ~~the~~ ^{that} the defendant Muncy was to have a compensation for his trouble in collecting in his money for the said Melton and for executing his note to the said Francis Muncy as aforesaid stating during all the time of these transactions witness never heard the ^{subject} ~~word~~ of money mentioned, nor in fact, never heard it in reference to these matters until the last spring a year ago.

Question by Pltff.

Now please state what amount, was agreed upon by the parties, that Mr Muncy was to receive for the trouble of collecting his own money, and executing his note in lieu of money to Francis Muncy.

Ans. Witness states that he has no recollection of any amount was fixed upon but his best impression is that both the plaintiff and defendant told him the same thing.

Question by same.

Have you or not, any knowledge that the Pltff executed to Mr Muncy a note for the trouble alluded to, & if so, state the amount of said note, and the date thereof as near as you can.

Ans. I have no recollection of any note as herein stated, further the deponent deposes and says:

James Sayre

Sworn to and subscribed before me, this 21st day of May 1870.

Samuel Field Comr in Chy

No other witnesses appearing the further taking of the above deposition is postponed until the 10th day of June 1870 at the same place agreeable to the notice heretofore annexed.

Witness fees 50¢ Given under my hand this 21st day of May 1870

Commissioner fees

1 hour @ 70¢ = 70¢

I Samuel Field Comr in Chy do certify that the foregoing deposition was duly taken sworn to and subscribed before me at the times and places mentioned therein.

Given under my hand this 10th day of June 1870

Samuel Field Comr

Not pursuant to adjournment the 10th day of June 1870 in Chy -
 Samuel G. Muncy a witness of lawful age, and being duly sworn deposes and says

That sometime in the ^{latter part} of the year 1857 or the first of the year 1858 defendant William Muncy set to the plaintiff George R. Fletcher two steer cattle one of which was rather a brindley with some white spots with part of his tail off which steer was known as the Steer of William Muncy wife, and the other was a red steer mixed with white pieb, witness further states that he was present when the said Fletcher came

Wm. Muncy

ad. } Depositions

George R. Fletcher.

Rec'd & filed June 15 1870

J.B. West clk.

Jas. S. Muncy do 142

Wm. Muncy do 142

Wm. Luyne do 1

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to trade for the said steers, and that James H. Muncy was not
present nor trade for the said steers, the said James H. Muncy
and a man named Breeding about September 1857 came to the defendant
William Muncy home to look at, and trade for the above named cattle
the said William Muncy was not then at home and witness
told them that he ^{father} did not desire to sell them but wanted to keep
them for work of use, witness recollection is that Fletcher gave \$16.00
apiece or \$32.00 for both.

Witness further states, that he was not present when the deed of trust
in the bill mentioned was executed, but that he was present, twice
before the said deed was executed, when the said Fletcher came to borrow
money from the defendant, and on the last mentioned time, witness
recollection is that the said Fletcher stated to William Muncy
that he Fletcher was likely to be sued by Francis Muncy on a note
about \$900.00 and if he the said William Muncy would lift
the note which he Fletcher owed Francis Muncy and raise him
the amount of \$400.00 he Fletcher would execute a deed of trust
in this land for the payment thereof defendant William Muncy
told him he had not all the money by him, Fletcher then told
him, if he would satisfy the Francis Muncy debt, and give him
the rest of the \$400.00 he would ~~pay~~ deduct 1/2 of the \$400.00
\$16.00 for his trouble in so doing, and witness was not present
at any other transaction before the time of this deed of trust,

Question by Complainant.

Witness. How far did you & your father
live from G. R. Fletcher, at the time of the transactions
you speak of between him, & father.
Witness states that he, a line a mile $\frac{1}{2}$ or about $1\frac{3}{4}$ miles
Question by same

How far from the residence of Francis
Muncy who held the note for about \$90.00.
Witness states that it was about a mile and a half
Question by same.

State if you can what said Fletcher

done with the two steers you refer to;
 Witness states that he does not know what he does with them but
 that he thinks that he took them to some of the upper country.

Question by same, Did Fletcher about that time, buy
 any other cattle of your father, Mr. Muncy,
 Witness states that he does not recollect that he purchased any other
 Question by same.

Did James H. Muncy buy any cattle
 of your father about the dates given in the
 foregoing of your deposition
 Witness states that he has no recollection of James H. Muncy buying
 any cattle of his father.

Further the deponents sayeth not, James H. Muncy
 & Andrew Milbourn, Justices of the peace for the County of Lee, do
 certify that the foregoing deposition were duly taken & sworn to and subscribed
 before me at times and places as mentioned therein.

Given under my hand this 10th day of June, 1870.

Andrew Milbourn J. P.

Witness fee 50c

Commission fee them 75c

The further taking of this deposition is postponed until the
 18th June, 1870. at the same place and between the same persons.

I the undersigned an acting justice, in & for
Said County, met pursuant to the former adjournment
of Commissioner Fields, at the Court Office, of W.B.
D. Lane, in the Town of Ennisville, on Wednesday the
11th day of May 1870, for the purpose of continuing
the taking of depositions in the Chancery Cause
in said County Court, of George R. Fletcher, vs. Wm.
Muncy ^{& others} the Plff. and Deft. ^{Chancery} being present, each
with Counsel. Given under my hand: May 11th 1870

James B. Ditt, J. P.
George R. Fletcher, who had heretofore given his
deposition, was again introduced, to testify
in relation to new facts, & points, & after
being duly sworn, deposes as follows.
Questions of Plff's Counsel.

Mr. Fletcher, please state what you know
in relation to a cattle transaction between you, & Jos
H. Muncy, on one side, & Mr. Muncy, on the other, referred to
by the said Mr. Muncy in his deposition in this cause,
giving as well as you can dates &c.

Answer by witness. Me & James H. Muncy did
at one time buy some cattle in partnership, I after
wards bought him out, among the rest of the
cattle some cattle was bought from William Muncy
Jefferson Steff, Andrew Baumgardner & Thomas Moore
& others, that is the only time we ever bought
cattle together, that occurred about the fall of
1854, October or November. There is one fact which
fixes the date: the condition my family was in
while I was absent, a son was born while I
was absent February following which date is I think
the 13th day of February 1855. I have the record in
my bible, and from another circumstance that is in
the same fall I bought a mare that I bought the
cattle & rode the mare off with the cattle. I
bought the mare from William Steff in his lifetime.

I returned home about Christmas. William Red-rick died a short time after I got home.

The foregoing question and answer thereto is accepted to by Defendant because they are irrelevant to the Cause. The Plff. avers that so far as this seems to be irrelevant, that he will make it relevant

by subsequent testimony
Question by same.

Have you a note in your possession executed by you, to Mr. Muncy, & if so, please produce the same, and state when you found it, or recovered it from where it was misplaced.

Answer. I have and herewith produce the same. I had not found this note when I gave my other deposition but since that time it has been found by my wife among my papers, amongst old tax receipts & roll of Confederate money. I now have this note in my hand and it reads as follows: Two years after date I bind myself, heirs &c. to pay William Muncy thirty two dollars for value received of him. Witness, my hand and seal January the 31st 1858.

L.R. Fletcher (seal)

On the back of this note is endorsed "Paid"

The signature to this note is in my own handwriting

I don't know whether the endorsement across the face is my own handwriting or not. My recollection is that I paid & lifted this note about the time I gave my note for the \$472.⁰⁰ referred to in my former deposition. This \$32.⁰⁰ note was executed for the extra 4 per cent on the \$400.⁰⁰ note alluded to in my former deposition - this note was executed about the time the Deed of Trust was executed & before the money transaction was wound up - there was no other transaction between Mr. Muncy & myself near that date

that I have any recollection of. I file with this, my deposition the said \$32.⁰⁰ note and attach it thereto as part thereof, marked (F)

Question by Defendant. Where was this note written and by whom?

Answer. I don't remember.

Q. by Same. Is this note in Mr. Muncy's hand writing

Answer. I do not know.

Q. by Same. Did you not ever see the Defendant William Muncy write and do you not know his hand writing?

Answer. I never saw him write but very little & I would not know his hand writing from other men's

Q. by Same. Where were you and the Defendant Muncy when he delivered you this note

Answer. I don't remember

Q. by Same. How and in what manner was this note paid by you? & where?

Answer. In money. my recollection is at his house. about the time I executed the \$472.⁰⁰ note

Q. by Same. Was not this note executed at the same time and place of the execution of the \$400.⁰⁰ note?

Answer. It was not - my recollection is that the \$400.⁰⁰ note was executed in the Clerk's office at the time the deed of Trust was given and that afterwards Mr. Muncy executed the note to his father Francis Muncy - I don't have any distinct recollection when the \$32.⁰⁰ note was executed, I know it was not at the Clerk's office, because it was a secret matter, but I see by looking at the note said Muncy executed to his father that it was dated January 30th 1858, the day after the Deed of Trust

and that the \$32.⁰⁰ note is dated the next day after the note he executed to his father

Q. ^{By Same} Are you certain that no one knew of this unusual note of \$32.00 but yourself and Deft. Muncy
 Answer. I knew nothing about any one else knowing about it. I don't know how many he may have told of it.

Q. By Same. Did not you propose at the time you first went to him to borrow the \$400. that you would give more than lawfull interest and and did he not refuse and tell you that it was against the law and that he would not make such a contract?

Answer. Deft. Muncy refused to let the money go out of his hands, because it was already in good hands at 6 per cent. I then proposed to give him 10 per cent, he did refuse and said it was against the law & I told him we could dodge that & he then agreed & I executed to him the extra note afterwards for the extra 4 per cent interest.

Q. By Same. Did you not agree with me to pay me for my trouble in collecting up the money &c. that I was at before I would let you have the money?
 Answer. I don't recollect of the trouble ever coming up at that time, but there was something said about this ^{extra} \$32.⁰⁰ being for his trouble when I gave him the \$472.⁰⁰ note, said Muncy claimed at that time that the \$32.⁰⁰ was for his trouble & not the use of the money.

Question by Pltff

Is the body of the thirty two dollar note filed with this deposition in your hand unite,
 Answer. It is not

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Question by Defendant. Did you not in the years 1866 & 1868 or at any other time claim that the \$28.09 note was the usurious note and no other?

Answer. I told him in this way William this \$28.09 note is for unlawful interest & if I was ⁱⁿ mind to you could make me pay it, his reply was this is not that note, but a note that ~~you gave me~~ ^{for a debt} I let you have ~~me~~ ^{for a debt} on Stokely V. Davault - When he made this statement I remembered he was correct about the \$28.09 note

Question by Same. Did you not tell him that he could not make you pay the small note if you was ⁱⁿ mind not to pay it on the grounds of usury?

Answer. I told him he could not make me pay the \$28.09 note, for it was for unlawful interest or usury, but in this I was mistaken as explained in the foregoing answer & afterwards I lifted & paid said \$28.09 note & have the same in my possession

And further this deponent avers not.

Q. By Same. Where was the \$472.00 note and the \$28.09 ^{note} executed?

Answer. My recollection is that the \$472.00 note was executed at William Muncy's house, the \$28.09 note I have no recollection of where it was executed.

The above note herewith filed and so much of this deposition as is connected therewith is accepted to as evidence in this cause by the Defendant upon the ground that no part of said note is in ^{the} hand writing of Defendant, nor the endorsements thereon in his hand writing.

And further this deponent saith not.

G. R. Fletcher

Virginia Lee County

I the undersigned an acting justice of the peace in & for said County, do hereby certify that the foregoing deposition of George R. Fletcher, was depored, sworn, and subscribed to in my presence, at the Law Office of W. B. D. Lane, in Connersville, on Wednesday the 11th day of May 1870, in the presence of the parties, and their counsel for the purpose of being read upon the hearing of a cause in Chancery now pending in the County Court of Lee County, wherein, George R. Fletcher is ~~Pliff~~, and William Muncy ^{other} ~~is~~ defendants. Given under my hand this the 11th day of May 1870.

James H. Fitts J. P.
The taking of depositions in the above cause is adjourned over until Saturday the 14th inst. Given under my hand. May 11th 1870.

James H. Fitts J. P.

Next pursuant to the above adjournment, the parties & counsel being present, and resumed, taking depositions, in the above cause. Given under my hand, May 14th 1870.

James H. Fitts J. P.

William L. Muncy, a witness of lawful age, being duly sworn, deposes as follows.

Mr. Muncy, please state what you know about James F. Muncy, & George R. Fletcher, buying & driving cattle, and fix the date, as well as you can.

Answer by Witness, I know that G. R. Fletcher and James F. Muncy did at one time buy cattle in partnership and of but one time in my knowing

I also know that G. R. Fletcher did at or near the same time purchase a certain bay mare of William Hedrick and rode the same at the time he bought the cattle, I also see from the record of the books in the Clerks Office that the death of William Hedrick ~~death~~ is recorded as taking place on the 5th day of Feby 1856.

I do not know that G. R. Fletcher and James F. Muncy ever bought any cattle of William Muncy.

I know that G. R. Fletcher and James F. Muncy both lived in my neighborhood at the time of purchasing the cattle and mare, and they did live in the neighborhood for some time after.

The deponent by his counsel excepts to so much of the foregoing as purports to state of the records of the death of Wm Hedrick, the record itself being the best evidence —

Agan & Muncy

And further the deponent, says not.

William Muncy

I the undersigned justice, certify, that the foregoing deposition of Mr. L. Muncy was depored, sworn, and subscribed to, before me, & in the presence of the parties & counsel, on the 14th day of May 1870, for the purpose set forth in the caption.

Given under my hand, this the 14th of May 1870.

Witness.

attendance 1 day 50¢

Justices Fee \$2.00.

James H. Fitts J. P.

G. R. Fletcher.
vs. $\frac{3}{4}$ Depositions
William Muncy.

1870 May 14th. Rec'd this
day from Jas. R. Fells
Esq. in his proper person
& filed. J. B. West, clk

G. R. Fletcher vs 2
Mr. Muncy

Two year after date I bind my self heirs &c to
pay William Muncy thirty two dollars for value
received of him in witness my hand and
seal January 31 1858

G. L. Fletcher (Seal)

(*24*)

(*24*)

G R Fletcher

To note

\$ 32.00

3

This Deed made the 20th day of January in the year of our Lord one thousand eight hundred and fifty eight between George Fletcher of the County of Lee and State of Virginia of the one part and James Jayne, Jr. of the County of Lee and State of Virginia of the other part. Witnesseth that the said George Fletcher doth grant unto the said James Jayne, Jr. certain tract or parcel of land lying and being in the County of Lee it being the same lands that the said Fletcher purchased of James Sims and the same on which the said Fletcher now lives, and which tract contains about 100. ac the same more or less, with all its appurtenances, to have and to hold unto the said James Jayne, Jr. and his heirs forever And the said George Fletcher covenants, that he will warrant generally the tract hereby conveyed, in trust, to secure to William Muncy the payment of the sum of four hundred ^{dollars}, with legal interest thereon from this date, for which sum a note has this day been executed, which is justly due to them, as at before the 29th day of January in the year one thousand eight hundred and sixty. In witness whereof the parties have hereunto set their hands & Seals.

G. B. Fletcher (seal)

James Jayne (seal)

Lee County ^{Court} Clerk's office, the 29th day of January, 1858.

This Deed of trust from George Fletcher to James Jayne, Jr. for the benefit of James Jayne, Jr. was acknowledged before me and admitted to record.

A copy

J. W. S. Morrison, C. C.
Teste — J. B. West, clerk.

James Jayne Jr.
From & Copy of Recd
George R. Fletcher

(A)

Free for copy 30 cts.

Mr George R Stetcher

you are hereby notified that on the
15th day of October 1867 at the residence of Harry M
Hall a Justice of the Peace for the County of Lee State
Virginia I will proceed before the said Hall or some other
authorized Justice of said County then and there present
by motion to take Judgment against and recover of you
a sum ~~of~~ Equal to the interest for one year on the
principal of a debt due from you to me evidenced by note
under seal executed by you to me on the 1st day of
February 1861 for four hundred and { William Muncy
Seventy two dollars due on demand }

Wm. Muncy

To 3 Notice for interest

G. R. Fletcher

Oct 1867.

(B)

Notice

Land for Sale

I the undersigned trustee in a deed of ~~trust~~ executed to me by George R. Fletcher to secure the payment of a debt due to William C. Muncy, will sell the land conveyed by said trust deed to satisfy the unpaid part of said debt. The sale will be made on the 1st day of the March term 1870 of the County Court of Lee County, at the front door of the Court House of said County. The land to be sold is situated in said County and the same which was purchased by the said Fletcher from James Sims and whereon he the said Fletcher resides, contains by estimation 100 acres. But for a more particular description reference is made to said trust deed which is of record in the clerks office of the said County Book 13. page 466. The Creditor Muncy claims the whole of the debt mentioned in said trust as due except \$28-52 paid as of the 15th day of October 1867 and \$5-00 paid 15 day 1870. James Payne
Tru²⁰ 20th 1870
Trustee

Deed from G. R. Fletcher to James Duane jr
for the benefit of Mr. Muncy. Deed Book 93
page 466, is dated the 29th Jan'y 1858, &
admitted to record the same day conveys
the land described in the notice, and
recites that it is made in trust to secure
to William Muncy the payment of the sum
of \$400-00 with legal interest thereon from
this date, for which sum a note has been
this day executed, which is justly due
to them, or or before the 29th Jan'y 1860

(6)

G. R. Fletcher
Mr. Duane jr
Deed Book 93
Muncy & others.

Fletcher }
 vs } Bill of Exceptions
 Mouncey }

Be it Remembered that on the calling of this cause, the defendant by his counsel moved the court to disprove the imputation herein, and before said motion was acted upon by the court, the p[er]s counsel moved the court to award an issue to a jury. To ^{confessing that his bill, was under the 20th section of Chap Act 141, Code page 100} be tried at is law, to inquire whether or not there was error in the contract named in the Bill, and the defendants counsel objected to the court acting on the p[er]s motion until his motion to disprove was disposed of. But the court heard the p[er]s motion to award an issue to a jury, and overruled the p[er]s motion therefor, to which the p[er] objected and thereupon the defendant renewed his motion to disprove the imputation and the p[er] moved to submit the whole case to the court to be tried on the p[er]s motion to disprove & Both parties announcing that the case was prepared for hearing, it was agreed that the court on the motion to disprove should hear & decide the whole case and thereupon, the whole case was submitted to be tried ^{on} ~~with~~

the motion to ^{some of} disprove, and, the
pfs counsel made an argument
on the whole case, and at the
conclusion of his argument
the defendants counsel insisted
that he had the right to the
general reply, and that the pfs
counsel should follow in argu-
ment his colleague, and the pfs
counsel insisted that he had
the right to the general reply
and the court ruled that the
Defendants counsel had the right
to the last speech in reply, and
refused that right to the pfs
counsel, and the pfs counsel
objected to the opinion of the court
and thereupon the defendants
counsel replied generally in argu-
ment to the argument of the pfs
counsel after which the court
rendered the following decree
(here insert it) and the pfs
rendered this his Bill of exceptions
to the acting & rulings of the
court, in hearing & deciding
the Defendants motion to disprove
the injunction & in refusing
to award an issue to be tried
by a jury, and in allowing to
the defendants counsel the last
argument & in reversing the decree
it did in the case, and provided

the court to sign seal and
make the same a part of the
record in the cause which is
done

Henry J. Morgan (seal)

George R. Fletcher

vs. J. B. Bill Ex

Wm. Muncy

July Term 1870. Filed

Know all men by these presents that We George R. Fletcher and Jefferson Koff and Alexander C. McKie are held and firmly bound unto William Muncy Sr. in the sum of Five hundred dollars for the true payment thereof well and truly to be made to the said Muncy we bind ourselves jointly and severally firmly by these presents. witness our hands and seals this 21st day of March 1870.

The Condition of the above obligation is Such that the above George R. Fletcher has this day obtained from the county court of Lee County an Injunction against the said William Muncy and James Payne Jr. to restrain them and all others concerned from all further proceeding before the said Court in the bill mentioned until the further order of the court.

Now if the said George R. Fletcher shall well and truly pay all costs and damages that may be awarded against him ~~and all other such damages as may be sustained by the said William Muncy by reason of the granting of said injunction~~ ~~shall also pay the cost incurred by said Court of Trustees in case the injunction shall be dissolved~~ then this obligation to be void otherwise to remain in full force.

G. R. Fletcher (Seal)
Jefferson Koff (Seal)
A. C. McKie (Seal)

George R. Fletcher

To { Junction Pond

Wm. Muacy et al

Free chd

George R. Fletcher

Sir:

You will please take notice that on the 9th day of ~~Sept~~^{May} 1871, at the office of Commissioner Samuel Field in the town of Jonesville, ~~Lee County~~ Va, I shall proceed to take the depositions of James J. Muncy and others, which when taken are intended to be read, as evidence on my behalf, in a certain suit in chancery now pending in the County Court of Lee County, ^{In which you are plaintiff and I am defendant} and if from any cause the taking of the said depositions be not commenced on that day, or if commenced be not concluded on that day the same will be adjourned ^{continued} from time to time, till the same be completed.

William Muncy

May 4th 1871

circled May the 6. 1870

James Miley C L C

Count
112
75
70-

St
50
00

50
50

Know all men by these presents that we Alexander C. McNeil and Jefferson Jeff are held & firmly bound unto the Commonwealth of Virginia in the sum of one hundred & fifty dollars, to the true payment thereof, well & truly to be made to the said Commonwealth, we bind ourselves, jointly & severally, firmly, by these presents, Witness our hands & seals this, 19th, day of July 1870.

The condition of the above obligation is such that whereas in a Chancery Cause this day decided by the Judge of the County Court of Lee County in which George R. Fletcher was plaintiff and William Muncy & James Payne Jr were defendants by which judgment or decree of the said Court, the injunction theretofore granted in said cause was dissolved and the plaintiffs bill dismissed at his own costs, and the said plaintiff alleging that he felt himself aggrieved by the said decree, and that he means to apply by petition to the Judge of the Circuit Court of Lee County for a supersedeas to the same, a suspension of the said decree is granted him until the 1st day of October next upon condition that he or some one for him shall execute bond in the ~~penalty of~~ condition for the payment of all such Damages as any person may sustain by reason of the said Suspension in case a Supersedeas to said Decree shall not be allowed & be effectual within the time specified. Now, if the said George R. Fletcher shall pay all such damages as any person may sustain by reason of the said Suspension ~~in case~~ within the ^{time} ~~xxx~~ aforesaid, then this obligation to be void otherwise to remain in full force.

A. C. McNeil (seal)
Jefferson Jeff (seal)

A. C. McNeill & Co.

To } suspending Band

The Commonwealth

Mr. William Muncy & James Payne

Take notice that on Saturday the 4th day
of June next, I will proceed at the house of
James H. Muncy, in the County of Fayette, in the State
of Kentucky, to take the depositions of James H.
& Francis Muncy,
Muncy, to be read on my behalf, upon the hearing
of a suit in Chancery now pending in the County
Court of Lee County, Virginia, wherein I am
Plff., and you, ~~and others~~ are Defendants.

If from any cause, said depositions ~~are~~ not completed
on that day, I will adjourn from time to time, and
from place to place, until the same are finished.
Given under my hand this the 21st day of May
1878.

George R. Fletcher.

George R. Fletcher made oath before me, ^{the undersigned,} _{in}
that, he delivered to William Muncy, and James
Layne, each a true copy of the within notice
on the 21st day of May 1870. Given under my
hand, this 21st May 1870.

John B. West, clk

George R. Fletcher
wth notice
Wm. Muncy & James
Layne
June 4th 1870.
Fayette Co. Ky.

The Commonwealth of Virginia:

To any Justice of the Peace, Notary Public, or Commissioner, appointed by the Governor of said State, resident in the State of *Kentucky* authorized to take depositions in the county of *Fayette* in the State of *Kentucky*, aforesaid

GREETING:—

know ye, that we, trusting to your fidelity and provident circumspection, do require you, that at such time and places as you shall appoint, to call and cause to come before you *James F. Muncy and Francis Muncy*

witnesses on behalf of *George R. Fletcher*

in a certain *chancery suit now*

depending in the *Court* Court of Lee County between *said Fletcher* plaintiff and *William Muncy*

and *James Jayne* defendant—

and *them* diligently examine touching the same in solemn form, on oath or affirmation, and having received *their* examination as aforesaid, that you distinctly, plainly and without delay, certify and sign, and send the same enclosed into our said Court, together with this writ.

Witness, *John B. West* HENRY J. MORGAN, Clerk of our said Court, at the Court-house this *21st* day of *May* 18*60*, in the *94th* year of the Commonwealth.

John B. West Clerk.

I do solemnly swear that *James F. Muncy and Francis Muncy*

whose names are mentioned as witnesses in the commission above are non-resident of the State of Virginia. So help me God. *G. R. Fletcher*

+ subscribed
Sworn to before me this, *21st* day of *May* 18*60*.

John B. West Clerk.

George R. Fletcher

vs. Commission

William Muncy et al

Free 50cts paid.

Lonesville, Va
April 27th 1870

Mr. William Muncy

Take notice, that on Saturday the
30th inst, at the Law Office of Mr. B. D. Lane, in Lonesville, Lee County, Virginia,
I will proceed to take the depositions of Thomas C. C., myself
& others, to be read as evidence, upon the hearing of ^asuit
in Chancery, now pending in the County Court of Lee
County, wherein I am Plaintiff, and you are Defendant.
If said depositions are not completed on said day
I will adjourn from time to time, & from place ^{to place}, until
they are finished. Given under my hand
the day & year above written.

George R. Fletcher,

Virginied. Lee County to wit:

This day George R. Fletcher, made oath before
me, the undersigned, that he delivered, a true copy
of the within notice, to William Muncey, on the
morning of the 28th April 1870. Given under my
hand. April 30th 1870. Samuel. Shier
Clerk in Chy —

George R. Fletcher
to J. Fletcher.
William Muncey

Stoneville N.C. June 15 1870.

Mrs. William Muney & James Payne.

Gentlemen. You will please take notice that on the 18th inst, commencing at 9 o'clock, A.M. I. will proceed, at the law office of W. B. D. Lane, in the Town of Stoneville, Lee County, Virginia, to take the depositions of Jefferson Jeff, Garrett Fletcher & others, to be used as evidence on my behalf, upon the hearing of a suit in chancery, now pending in the Court of said County, wherein I am Plaintiff, and You are depts. If from any cause, said depositions are not completed on said day, I will adjourn from time to time, & from place, to places until they are finished.

George R. Fletcher.

G. R. Fletcher.
Is notice.
Wm. Muncy & Co.

I accept the legal
surveys over the
within in notice
June 16th 1870

James Payne
I accept the legal
surveys over the
within in notice
June 16th 1870

William Muncy

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY — GREETING:

WE COMMAND YOU TO SUMMON *William Muncy and James Payne jr*

to appear before the Justices of our County Court for Lee county, at the Court House, in the Clerk's Office, at Rules to be holden for the said court, on the *first* Monday in *April* next, to answer a bill in chancery, exhibited in our said court, against *them* by *George R Fletcher*

And have then there this writ. Witness, JOHN B. WEST, Deputy for SYLVESTER E. THOMPSON, Clerk of our said Court, at the Court House, this *21st* day of *March* 18*80*, in the *94th* year of the Commonwealth.

John B. West D. Clerk.

The Ref in this Suit having executed bond in the penalty
of \$500.00 conditioned according to Law. The Defendants
and all others concerned are restrained from all other
and further proceeding under the deed of Trust in
the last mentioned until the further order of Court.

Teste John B. West D.C.

George R. Fletcher

vs. { Spence & Co.

Wm. Murray & Co.

April 1870.

Exeuted to M. L. S.
Recd. S.

The Bond

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY--GREETING:

WE COMMAND YOU TO SUMMON

Thomas Ely

Saml. Field, a Commissioner in chancery, at M. B. D.
to appear before the Justices of our County Court for Lee County, at the Court House, thereon the
4th day of the *May* term, to testify and the truth to speak in behalf of

George R. Fletcher in a certain *Chancery suit* depending in our said
Court, between ~~that said Fletcher~~ *C. R. Fletcher* plaintiff and
and ~~said Fletcher~~ *William Munn* defendant.

And this *he* shall in no wise omit under the penalty of twenty dollars

And have then there this writ. Witness, JOHN B. WEST, Deputy for SYLVESTER E.
~~THOMPSON~~, Clerk of our said Court at the Court-House, this, 30th day of *April*
1870, in the 24th year of the Commonwealth.

John B. West, Clerk.

James' Office in Foreman's and 9 others

Geo. R. Fletcher

ad^r & fa

Wm Muncy

4 Day May 1870
9 o'clock AM

I except the servis
of the within. Notis
May 3rd in 1870
Thomas J. Ely